

OSTER
Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771
301-253-6040

RECORDATION NO. 8/12-D FILED 1426
OCT 17 1994 - 11 25 AM
INTERSTATE COMMERCE COMMISSION

October 17, 1994

Mr. Vernon Williams
Acting Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed is a Termination Letter dated 10/12/94 which releases 20 railcars, BDNX 300-319, listed under ICC Recordation #18112, #18112-A, #18112-B, and #18112-C.

Please file this supplemental agreement as ICC Recordation #18112-D. The filing fee of \$21 is enclosed.

Thank you for your assistance.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

RECEIVED
OFFICE OF THE
SECRETARY
OCT 17 11 21 AM '94
LICENSING BRANCH

Counterparts - Mary Ann Oster

0100404033



RECORDATION NO. 18112-D FILED 1425

OCT 17 1994 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

Norwest Equipment Finance, Inc.
Suite 300
Investors Building
733 Marquette Avenue
Minneapolis, Minnesota 55479-2048
612/667-9876
800/322-6220

October 12, 1994

Interstate Commerce Commission
Office of the Secretary
Recordations Unit, Room 2303
12th & Constitution Avenue N.W.
Washington, D.C. 20423

RE: *Release of ICC file numbers 18112, 18112A, 18112B, 18112C*

To Whom It May Concern:

As of October 12, 1994 Norwest Equipment Finance, Inc. no longer has any security interest in the twenty (20) railcars under filings 18112, 18112A, 18112B, or 18112C.

The lease contracts have been paid-in-full and are fully satisfied. Please release the liens under the above-referenced file numbers.

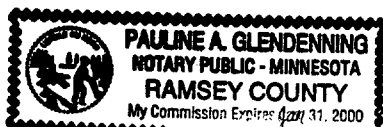
Your prompt attention to this matter is greatly appreciated.

Sincerely,

Timothy A. Appleget
Senior Portfolio Officer

The foregoing instrument was acknowledged before me this 12th day of October, 1994, by Timothy A. Appleget, the Senior Portfolio Officer of Norwest Equipment Finance, Inc., a Minnesota corporation, on behalf of said corporation.

(Notary Seal)

Signature of Notary Public

RECEIVED
OFFICE OF THE
SECRETARY
OCT 17 11 21 AM '94
LICENSING BRANCH

Interstate Commerce Commission
Washington, D.C. 20423

10/17/94

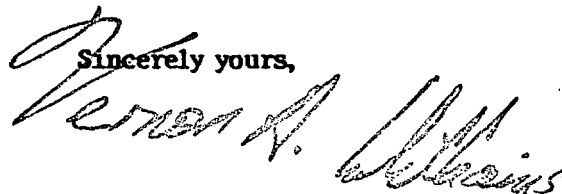
OFFICE OF THE SECRETARY

Mary Ann Oster
Oster Researching Services
12897 Colonial Drive
Mt. Airy, MD. 21771

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/17/94 at 11:25AM, and assigned recordation number(s). 18112-D.

Sincerely yours,



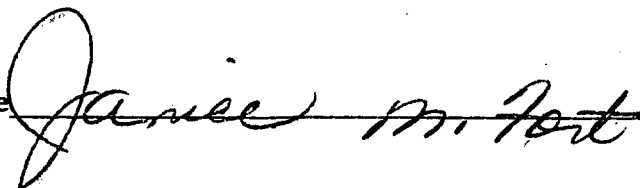
Vernon A. Williams
Acting Secretary

Enclosure(s)

(0100404033)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



RECORDATION NO. 18112-D FILED 1425

RECORDATION NO. _____ FILED 1425

OCT 17 1994 - 11 25 AM

FEB 3 1993 10:00 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

NorRail, Inc.

308 12th Avenue South
Buffalo, Minnesota 55313

EQUIPMENT SCHEDULE NO. 1 TO
LEASE AGREEMENT DATED September 1, 1992 ("LEASE")

BETWEEN NorRail, Inc. ("LESSOR")

AND Baroid Drilling Fluids, Inc. ("LESSEE")

1. EQUIPMENT:

Mfr.	Qty.	Type/Model	Ident. #	Description	Monthly Rental Per Item of Equip.
GATX	20	Pressure Differential	"See Below"	2800 cubic foot covered hopper	\$ 400.00

CURRENT MARKS: BN495002, BN495003, BN495004, BN495005, BN495006, BN495014, BN495015, BN495016, BN495019, BN495021, BN495022, BN495028, BN495029, BN495030, BN495032, BN495034, BN495036, BN495037, BN495040, BN495041

NEW MARKS: BDNX300, BDNX301, BDNX302, BDNX303, BDNX304, BDNX305, BDNX306, BDNX307, BDNX308, BDNX309, BDNX310, BDNX311, BDNX312, BDNX313, BDNX314, BDNX315, BDNX316, BDNX317, BDNX318, BDNX319

Total Monthly Rental \$ 8,000.00

NOTE: Lessee agrees that the above described equipment may be amended by Lessor to the extent that Lessor may insert the serial numbers and other identifying data of the Equipment.

2. EQUIPMENT LOCATION:

3. PROJECTED DELIVERY DATE: November/December, 1992.

4. DELIVERY DATE: _____, 19____. If this space is not completed, the Delivery Date of each Item of Equipment shall be:

- a. in the case of an Item of Equipment which is the subject of a sale and leaseback between Lessor and Lessee, the date upon which Lessor purchases such Item of Equipment from Lessee; or
- b. in the case of an Item of Equipment which is currently delivered to the Equipment Location, but where Lessor is obtaining title directly from the manufacturer or supplier, the date upon which Lessor purchases such Item of Equipment from the manufacturer or supplier; or
- c. in the case of an Item of Equipment requiring delivery, the date of final inspection and acceptance by Lessee of such Item of Equipment at the Equipment Location. Such acceptance, which is not to be unreasonably withheld, is to be in the form of a Certificate of Delivery and Acceptance signed by Lessee.
5. **COMMENCEMENT DATE:** As set forth in Section 2(b) of the Lease; provided, however, if Lessee fails to timely and properly deliver, within fourteen days of Lessee's execution of this Equipment Schedule, any documents requested by Lessor pursuant to the Lease, Lessor, in its discretion and notwithstanding anything to the contrary contained in Section 2(b) of the Lease, may postpone the commencement of the Initial Term. Lessor shall give Lessee prompt written notice of any such postponement.
6. **INITIAL TERM:** 60 months.
7. **ADVANCED RENTALS:** One monthly rental(s) of \$ 400.00/car shall be delivered to Lessor at time of delivery date. Such advanced rentals shall be applied to the first month(s) of the Initial Term.
8. **MONTHLY RENTAL:** \$ 400.00/car. The Monthly Rental for each Item of Equipment set forth in Section 1 hereof.
9. **LEASE AGREEMENT:** All of the terms, covenants and conditions set forth in the Lease are incorporated herein by reference as if the same had been set forth herein in full. By their execution and delivery of this Equipment Schedule, the parties hereby reaffirm all of the terms and conditions of the Lease (including, without limitation, the representations and warranties of Lessee set forth in Section 10 thereof) except as modified hereby.

LESSOR:

NorRail, Inc.

By: Russell J. Adams

Title: Vice President Sales

Date: December 28, 1992

LESSEE:

Baroid Drilling Fluids, Inc.

By: Genaro

Title: President

Date: December 11, 1992